619 OVERLIN DRIVE TOWNHOMES ASSOCIATION

ENFORCEMENT POLICY

Effective September 16, 2026

The following Policy has been adopted by **619 Overlin Drive Townhomes Association**, a Colorado nonprofit corporation (Association), pursuant to the provisions of the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq., at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

Purpose: To adopt a policy governing enforcement of the Association's Declaration, Articles of Incorporation, Bylaws, Rules, Regulations, Policies, Procedures, and other governing documents (Governing Documents), including notice and hearing procedures and the schedule of fines.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Policy to govern the enforcement of its Governing Documents:

1. Power: The Board shall have the power and duty to hear and make decisions regarding purported violations of the Governing Documents and written complaints filed with the Board pursuant to these Policies and Procedures. The Board may determine enforcement action on a case-by-case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Governing Documents, and to create a safe and harmonious living environment. These enforcement provisions may be in addition to other specific provisions outlined in the Governing Documents. The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control.

2. Complaint and Investigation: The process to determine if the Governing Documents have been violated and enforcement action should result shall be initiated by the filing of a written complaint (Complaint) with or by the Board or the Association's managing agent. The Board may institute a Complaint on its own accord, whether in writing or not. The Complaint shall state the name of the complainant, specific provision(s) of the Governing Documents alleged to have been violated, a description of the violation, and as many specifics as are available as to time, date, location and persons involved. The Board shall make reasonable efforts to investigate all Complaints filed with it. If the Board determines that a Complaint filed with it is insufficient to provide grounds for a violation, it shall notify the complainant, who shall have seven (7) days to amend the Complaint to render it sufficient. If the complainant does not render the Complaint sufficient within said period of time, the Complaint shall be dismissed without a hearing or notice of violation. If the Board determines that a Complaint appears to establish a violation of the Governing Documents, the Board shall then make a reasonable determination as to whether the violation threatens public safety or health.

3. Violations Threatening Public Safety or Health: Upon conclusion of the investigation where the Board has reasonably determined that *the violation threatens public health or safety*, the Board will proceed as follows:

a. Notice: The Board shall deliver written notice of the violation to the violating Owner (Notice of Violation). The Notice of Violation must be sent in English and the language that the Owner has previously indicated a preference, if any. The Notice of Violation must include the following:

i) Date and time of the violation;
ii) Description of the violation;
iii) References to portions of the Governing Documents that the Owner violated or is in violation of;
iv) That the Board has determined the violation threatens public safety or health;
v) That the Owner has seventy-two (72) hours to cure the violation, or the Association may fine the Owner and/or take other immediate actions the Board deems appropriate to protect public health and safety;
vi) The actions required to cure the violation;
vii) The fines and possible actions to be imposed if the violation is not remedied within the cure period, including the interval at which such fines and/or actions may be assessed if the violation is continuing in nature; and
viii) As further detailed in Section 5, an explanation of the Owner's right to request a hearing and the timeline for the hearing process described in this Policy.

b. Inspection and Cure: The Owner may notify the Association of its cure, and provide visual evidence of the cure. If the violation has been cured and the Association confirms the cure, the violation shall be deemed cured on the date notice was sent by the Owner. If the Owner notifies the Association of its cure but fails to provide verifiable evidence, or if the Association reasonably doubts the veracity of the evidence provided, the Association shall inspect the property as soon as practicable to determine whether the violation has been cured. If the Association does not receive notice that the Owner has cured the violation, the Association shall inspect the property within seven (7) days of the expiration of the cure period to determine whether the violation has been cured.

c. Fines: If the Owner has not cured the violation within seventy-two (72) hours, the Association may impose fines and/or other actions upon the Owner in accordance with the Fine Schedule listed below.

d. Legal Action: In addition to imposing fines, if the Owner has not cured the violation within seventy-two (72) hours, the Association may take legal action against the Owner for the violation, including, without limitation, seeking an injunction ordering compliance, prohibiting future occurrences of the violation, seeking damages, and for any other appropriate relief. Such legal action can be in addition to any hearing or associated hearing procedures prescribed under this Policy.

e. Notice After Cure: Once the violation has been cured, the Association shall provide written notice to the Owner of the outstanding fine balance for the violation, and that no further fines will be assessed for the violation.

4. Violations Not Threatening Public Safety or Health: Upon conclusion of the investigation, if the Board has determined that *the violation does not threaten public health or safety*, the Board will proceed as follows:

a. Notice: The Board shall deliver a Notice of Violation to the Owner. The Notice of Violation must be sent in English and the language that the Owner has previously indicated a preference, if any. The Notice of Violation must include the following:

i) Date and time of the violation;
ii) Description of the violation;
iii) References to portions of the Governing Documents that the Owner violated or is in violation of;
iv) The action(s) required to cure the violation;
v) That the Owner has thirty (30) days to cure the violation, or the Association may fine the Owner;
vi) The fines to be imposed if the violation is not remedied within the cure period, including the interval at which such fines may be assessed if the violation is continuing in nature; and
vii) As further detailed in Section 5, an explanation of the Owner's right to request a hearing, and the timeline for the hearing process described in this policy.

b. Fines: If the Owner has not cured the violation within thirty (30) days, the Association may impose fines upon the Owner in accordance with the Fine Schedule listed below. The total amount of fines imposed for each violation shall not exceed five hundred dollars ($500.00).

c. Second Cure Period: If the Owner has not cured the violation within thirty (30) days, the Association shall grant the Owner a second thirty (30) day period before initiating any legal action against the Owner. The Association may impose fines upon the Owner during the second cure period, as described in the preceding paragraph, and institute collection procedures in accordance with the Association's Collection Policy.

d. Inspection and Cure: After a notice of violation has been delivered to an Owner, the Owner may notify the Association of its cure, and provide visual evidence of the cure. If the violation has been cured and the Association confirms the cure, the violation shall be deemed cured on the date notice was sent by the Owner. If the Owner notifies the Association of its cure but fails to provide verifiable evidence, or if the Association reasonably doubts the veracity of the evidence provided, the Association shall inspect the property as soon as practicable to determine whether the violation has been cured. If the Association does not receive notice that the Owner has cured the violation, the Association shall inspect the property within seven (7) days of the expiration of the cure period to determine whether the violation has been cured.

e. Legal Action: In addition to imposing fines, if the Owner has not cured the violation by the expiration of the second thirty (30) day cure period, the Association may take legal action against the Owner including, without limitation,

seeking an injunction ordering compliance, prohibiting future occurrences of the violation, seeking damages, and for any other appropriate relief under the Governing Documents or Colorado law. Such legal action can be in addition to any hearing or associated hearing procedures proscribed under this Policy.

f. Notice After Cure: Once the violation has been cured, the Association shall provide written notice to the Owner of the outstanding fine balance for the violation, and that no further fines will be assessed for the violation.

5. Response to Notice of Violation: A request for response in substantially the following form shall be served upon the alleged violating Owner (Respondent) at the time of service of the Notice of Violation. Additional information may be included at the discretion of the Board.

Request for Response

"You have the opportunity to be heard, orally or in writing, before any action to be taken by the Board of Directors or a tribunal appointed by the Board of Directors. To be heard, you must make a written request for a hearing, and your request or response must respond to the charges set forth in the Complaint. *If the violation* ***is not*** *one which the Board has determined threatens public health and safety,* the request or the response must be filed with the Board of Directors or its designee not later than ten (10) days after being served with the notice. *If the violation* ***is*** *one which the Board has determined threatens public health and safety,* the request or the response must be filed with the Board of Directors or its designee not later than seventy-two (72) hours after being served with the Notice of Violation. If you fail to file a request for hearing or a response within the time specified, the Board of Directors may proceed with or without a hearing, at its discretion. The Board of Directors may interpret your failure to request a hearing or respond to constitute a no-contest plea to the Notice of Violation."

6. Hearing: Unless the violation is one which the Board has determined threatens public health and safety, if the Respondent files a written request for hearing, the Board shall set the matter for hearing after reasonable efforts to coordinate a convenient date and time with the Respondent, which may be the next regularly scheduled meeting of the Board, but in no event sooner than fifteen (15) days after mailing a Notice of Hearing outlined below. Each hearing shall be held at the scheduled time, place, and date. The Board may, in its discretion, grant a continuance(s). The Board may: (a) exercise its discretion as to the specific manner in which a hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to permit the Board to reach a just decision. Neither the Complainant nor the Respondent must attend the hearing, but both are encouraged to attend either personally or through a designated representative (including counsel). Any party may elect not to present argument or evidence at the hearing. Action taken by the Board must be fair and reasonable, taking into consideration all of the relevant facts and circumstances. Each hearing shall be open to attendance by all Owners, unless otherwise determined by the board pursuant to C.R.S. § 38-33.3-308(4)(e) (which allows the Board to hold a disciplinary hearing regarding an Owner in executive or closed session). If the disciplinary hearing is held in an executive or closed-door session, the Owner may request and receive the results of any vote taken at the relevant meeting.

7. Notice of Hearing: Unless the violation is one which the Board has determined threatens public health and safety, if the Respondent files a written request for hearing, a notice of hearing in substantially the following form shall be mailed to or served upon the Respondent, as set forth in this policy, at least fifteen (15) days prior to the hearing date. Additional information may be included in the Notice of Hearing at the discretion of the Board.

> **Notice of Hearing**
> You are hereby notified that a hearing will be held before the Board or a tribunal appointed by the Board of Directors at _____ on _____, _____, at _____ a.m./p.m. upon the charges made in the Complaint or letter previously sent to you on _____.

8. Decision: If a request for hearing is made, after all argument, testimony, and other evidence has been presented to the Board or its appointee(s) at a hearing, the Board shall render its decision taking into consideration all of the relevant facts and circumstances. Following the hearing, the Board, acting by majority vote of the quorum in a Board meeting, shall determine if the Respondent violated the Governing Documents and the amount, if any, of the fine to be imposed or other penalty to be enforced. The Board's decision shall be final. The minutes of the meeting must contain a written statement of the results of the hearing and the fine or penalty, if any, imposed. The Board will then provide the Respondent a written letter or email, served as set forth in this policy, stating (i) a summary of the hearing, (ii) the final decision made by the Board, and (iii) the amount of any fine imposed. The Board's decision shall have an effective date no sooner than five (5) days after the hearing.

9. Impartial Decision Maker: Any Board Member or appointee involved in the decision process outlined above must be an "impartial decision maker," as defined by C.R.S. § 38-33.3-209.5(2)(b), which requires that an "impartial decision maker" be:

> A person or group of persons who have the authority to make a decision regarding the enforcement of the association's covenants, conditions, and restrictions, including its architectural requirements, and the other rules and regulations of the association, and does not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than will the general ownership of the Association.

Any impartial decision maker who is incapable of objective and disinterested consideration of any enforcement matter before the Association shall disclose such to the President of the Board of Directors prior to the hearing, if possible, or at the hearing, and the person shall be disqualified from all proceedings with regarding the hearing at issue. If disqualification of the person results in an even number of remaining persons eligible to preside over the hearing, the presiding officer may appoint an impartial Owner, in good standing, to serve as a voting member of the hearing.

10. Enforcement and Fines: The Association may enforce the Governing Documents by any means available to the Association, including the levy of fines, self-help remedies authorized by the Governing Documents, suspension of rights, relief in the nature

of an injunction whether prohibitory or mandatory, or a lawsuit for damages, injunctive relief, and attorney's fees and costs incurred by the Association. If the violation involves damage to the Association's or an Owner's property, costs of repair or replacement may be levied on the Respondent. Any fine or other monetary award levied against the Respondent shall be collected pursuant to the Association's Collection Policy.

In the event the Board determines any Respondent habitually violates the Governing Documents (*i.e.*, 4 or more violations in any 12-month period), the Board may suspend or revoke a Respondent's Association rights and privileges for a period commensurate with the violations, except that any suspension of a Respondent's voting rights and privileges shall not exceed sixty (60) days following any violation unless such breach is a continuing breach, in which case such suspension shall continue for so long as such breach continues and for up to sixty (60) days thereafter.

Fines may be levied for violations of the Governing Documents as follows:

a. The Board shall apply the following penalty schedule relating to specific violations of the Governing Documents which are not a threat to public health and safety. The total amount of fines imposed for each violation shall not exceed five hundred dollars ($500.00).

Number of offenses in a 12-month period	**Fine Amount**
First offense:	$100.00
Second offense:	$150.00
Third offense:	$250.00
Fourth and subsequent violations:	$500.00

b. The Board shall apply the following penalty schedule relating to specific violations of the Governing Documents which are a threat to public health and safety.

Number of offenses in a 12-month period	**Fine Amount**
First offense:	up to $500
Second and subsequent offenses:	up to $10,000.00

11. Continuing Violations: If a violation is one that is continuing in nature, the Association may assess a fine in intervals of every other day, weekly, or monthly until the violation is abated. Alternatively, if a violation remains uncured for more than forty-eight hours from the date a fine is levied against an Owner, the Association may elect to provide a new Notice of Violation to the Owner and levy additional fines.

12. Finality of Board Decisions/Limited Appeal: Decisions of the Board under this Enforcement Policy are final except in situations in which the Board imposes (1) aggregate fines or other monetary awards in excess of $500 for any 12-month period or (2) a non-monetary penalty or remedy such as suspension of rights or relief in the nature of an injunction, whether prohibitory or mandatory. In such cases Respondent may appeal the applicable Board decisions pursuant to the Association's Dispute Resolution Policy.

13. Fines During Pendency of Hearing Process: If fines or other monetary awards are levied against a Respondent pursuant to this Policy during the pendency of a hearing

requested by Respondent or the Board's decision on the hearing, such monies will not become due and payable until the Board issues a final decision confirming the monies levied against the Respondent. If the Board decides that fines or other monetary awards should not have been levied against the Respondent, the Respondent shall not be charged the fine or other monetary award initially levied and the Association shall not allocate to the Respondent any of the Association's costs or attorney fees incurred in asserting or hearing the claim.

14. Owners Responsible for Tenants, Family Members, or Guests: Though the conduct alleged to be in violation of the Governing Documents may be that of an Owner's tenant, invitee, agent, family member, affiliate or guest, Owners may be deemed responsible by the Board for such conduct, and may be fined for such conduct under this Enforcement Policy.

15. Association Records: The Association shall maintain records of all contacts between the Association and the Owner in regard to a violation, including the type of communication, the date of the communication, and the time of the communication.

16. Service of Notices: Service of all notices required or permitted to be given hereunder shall be made as follows:

(a) *If to an Owner:*

a. For violations that the Board reasonably determines do not threaten public safety or health, notice to the Owner will be provided by certified mail, return receipt requested.

b. For all other notices applicable to this Enforcement Policy, including notices for violations that the Board reasonably determines threatens public safety or health, notice to the Owner will be provided by email if the Owner has provided an email address to the Association. Otherwise, notice will be provided by personal delivery, posting on/at the Owner's property, or by certified mail, return receipt requested.

(b) *If to the Association:* Preferably, by email to the acting President and Secretary of the Board. Otherwise, by personal delivery or first-class Mail to the Association at the following address:

619 Overlin Drive Townhomes Association
1001 Grand Avenue Glenwood Springs CO 81601

17. Supplement to Law: The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law and the State of Colorado governing the Association.

18. Modification: The Board reserves the right, from time to time, to amend or repeal this Policy, subject to any limitations placed on the Board in the Governing Documents or by law.

19. Waiver of Fines: The Board may waive all, or any portion, of the fines if, in its sole discretion, such waiver is appropriate under the circumstances. Additionally, the Board may condition waiver of the entire fine, or any portion thereof, upon the Respondent coming into and staying in compliance with the Governing Documents for an amount of time as determined by the Board.

20. Replacement: This policy supersedes and replaces prior policies adopted by the Board dealing with the subject matter herein.

21. Definitions: Unless otherwise defined in this Policy, capitalized terms shall have the same meaning ascribed by the Declaration.

22. Miscellaneous:

a. Failure by the Association to enforce any provision of these policies and procedures shall in no event be deemed to be a waiver of the right to do so thereafter.

b. The provisions of these policies and procedures shall be independent and severable. The invalidity of anyone or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.

c. The use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders. The captions are inserted only as a matter of convenience and are in no way to be construed to define, limit, or otherwise describe the scope of these policies and procedures.

d. The use of the word Respondent may also mean to include the responsible Owner.

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619 Overlin Drive Townhomes Association

By: _____
Ben West
Declarant

This Policy was adopted by the Board of Directors on September 16, 2026, and it is attested to by the Secretary of the **619 Overlin Drive Townhomes Association**.

_____
Secretary

619 OVERLIN DRIVE TOWNHOMES ASSOCIATION

INVESTMENT OF RESERVE FUNDS AND RESERVE STUDY POLICY

Effective September 16, 2026

The following Policy has been adopted by **619 Overlin Drive Townhomes Association**, a Colorado nonprofit corporation (Association), pursuant to the provisions of the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq., at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

Purpose: To provide for a policy and procedure to address the management of the Association's investment of its reserve funds and the funding plan for any work recommended by a reserve study.

WHEREAS, the Colorado Common Interest Ownership Act requires common interest communities to adopt policies, procedures, and rules and regulations concerning the investment of reserve funds and the funding plan for any work recommended by a reserve study.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Policy governing the investment of reserve funds and the funding plan for any work recommended by a reserve study:

1. Investment Objectives: This Policy is designed to protect and preserve reserve funds for maintenance, repair, and replacement of those items for which the Association is responsible and that must be periodically maintained, repaired, or replaced (Reserve Fund). Reserve Funds are to be invested in a manner that assures maximum safety and appropriate liquidity and, secondarily, maximizes yield within such constraints. The investment objectives are, in order of priority, as follows:

    a. Preservation and safety of principal;

    b. Liquidity to meet expected and unexpected expenditures; and

    c. Maximization of yield.

2. Reserve Fund Investment Responsibilities:

    a. The Board has sole authority to approve and amend, alter, or otherwise make changes to this Policy. Any modifications to this Policy shall be in writing and approved by the Board in accordance with its amendment policy.

    b. The Board shall have direct control with regard to opening appropriate bank accounts and establishing safekeeping accounts or other arrangements for the custody of securities and execute such documents as may be necessary for the Reserve Fund. The Board may employ the service of a qualified investment advisor to direct a portion or all of the investment activities of the Association consistent with guidelines set forth in this investment policy.

c. Although under no obligation to do so, the Board will endeavor to monitor investment performance no less than quarterly, including ongoing investment activities to ensure property safety and liquidity of the Reserve Fund are being provided and that the investment strategy is consistent with the Association's objectives.

3. Reserve Fund Investment Guidelines:

a. Eligible Investments: The Reserve Fund portfolio will be limited to the following investments:

i) Certificates of deposit (CDs);
ii) Money market deposit accounts;
iii) Money market funds; and
iv) U.S. treasuries and U.S. treasury zero coupons.

b. Credit Quality Restrictions: All investments shall be AAA-rated or U.S. Treasury securities.

c. Maturity Limits:

i) No individual investment may exceed two (2) years in maturity; and
ii) The weighted average maturity of the portfolio will not exceed one (1) year. The Association must structure its investment portfolio in order to meet anticipated cash requirements.

d. Strategy: The investment strategy of the Association should emphasize a long- term outlook by diversifying the maturity dates of fixed-income instruments within the portfolio utilizing a laddered investment approach.

e. Custodian: Investments will be held in custodial accounts with approved banks or financial institutions federally insured either through FDIC or the U.S. Government.

4. Reserve Fund Investment Procedures:

a. Transfers of budgeted additions to reserves shall be made at least annually;

b. A quarterly report of earnings shall be prepared by a bookkeeper or financial advisor and presented at a Board meeting;

c. To withdraw funds from investment accounts, a signature must be provided by one of the following, except when making transfers between accounts of the Association:

i) The President;
ii) Two non-president Board members;
iii) Association bookkeeper and the President; or
iv) Association financial advisor and the President.

d. In addition to any requirements provided by the Declaration, the Association shall obtain coverage by fidelity insurance to protect the Association from loss due to theft for any person with access to its investments.

5. Reserve Studies: In order to determine funding of the Reserve Fund, the Board may determine with the assistance and advice of professionals if so requested by the Board, the life expectancy of those portions of Association to be maintained by the Association and the anticipated costs of maintaining, replacing, and improving those identified areas (hereinafter referred to as a "Reserve Study"). Although it shall have no obligation to cause a Reserve Study to be prepared at all, the Board may cause a Reserve Study to be prepared at such time as is determined in the sole discretion of the Board. The Reserve Study shall be based on both a physical analysis and financial analysis. Any Reserve Study may be conducted internally by the Association. In the event a Reserve Study recommends any work, the funding plan for such work shall be as determined by the Board in the exercise of its business judgment and with regard to the recommendations of the Reserve Study. The Reserve Fund is the projected source of funding for any work recommended by the Reserve Study. The Reserve Fund shall be funded through regular assessments and, when necessary, special assessments levied by the Association. The Board shall cause the Reserve Study, if any, and reserve funding to be reviewed and updated periodically, to adjust and make changes in costs, inflation, and interest yield on invested funds, plus modification, addition, or deletion of components.

6. Standard of Conduct: With regard to the investment of the Reserve Fund, the officers and directors of the Association shall discharge such persons' duties as a director or officer:

a. In good faith;

b. With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and

c. In a manner the Director or officer reasonably believes to be in the best interests of the Association.

7. Supplement to Law. The provisions of this Policy shall supplement and be in addition to the terms and provisions of the Declaration and the law and the State of Colorado governing the Association.

8. Modification. The Board reserves the right, from time to time, to amend or repeal this Policy, subject to any limitations placed on the Board in the Governing Documents or by law.

9. Definitions. Unless otherwise defined in this Policy, capitalized terms shall have the same meaning ascribed by the Declaration.

10. Replacement. This Policy supersedes and replaces prior policies adopted by the Board dealing with the subject matter herein.

619 Overlin Drive Townhomes Association

By: _____
Ben West
Declarant

This Policy was adopted by the Board of Directors on September 16, 2026, and it is attested to by the Secretary of the **619 Overlin Drive Townhomes Association**.

_____
Secretary

619 OVERLIN DRIVE TOWNHOMES ASSOCIATION

COLLECTIONS POLICY

Effective September 16, 2026

The following Policy has been adopted by **619 Overlin Drive Townhomes Association.**, a Colorado nonprofit corporation (Association), pursuant to the provisions of the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq., at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

Purpose: To adopt policies and procedures to address the collection of past due assessments, fines, fees, and any other amounts owed to the Association by Owners.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Policy to govern the collection of assessments, fines, fees, and other amounts owed to the Association by Owners:

1. Prompt Payment: Prompt payment of assessments, fines, and fees by all Owners is critical to the financial health of the Association. It is in the best interest of the Association to adopt these policies and procedures, and, in accordance herewith, refer delinquent accounts promptly to its attorney for collection so as to minimize the Association's loss of revenue. For purposes of this Policy, "Payment" means payment that is received by the Association, able to be deposited, and honored in full by a financial institution.

2. Owner Contact Information: To facilitate collection efforts of the Association, each Owner must provide the Association, in writing, with the following information (Owner Contact Information):

   a. The Owner's preferred mailing address for receiving mail from the Association;
   b. The Owner's preferred email address for receiving emails from the Association;
   c. The Owner's preferred cell phone number for receiving text messages from the Association;
   d. The Owner's preferred telephone number for receiving phone calls from the Association;
   e. The Owner's preferred language for notices and other correspondence from the Association; and
   f. If desired, a designated contact person to be contacted on the Owner's behalf (Owner Representative).

The Association must periodically request from all Owners, and maintain in the Association's records for purposes of providing notice to the Owners as required by CCIOA, a telephone number for phone calls, a cellular number for texts, an email address for emails, and a preferred mailing address for receiving mail from the Association.

3. Association Records: The Association shall maintain records of the Owner Contact Information provided by an Owner, as well as a record of all contacts between the Association and the Owner in regard to an Owner's delinquent account, including the type of communication, the date of the communication, and the time of the communication.

4. Monthly Billing and Due Dates: The monthly installments of the annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable on the first (1st) day of each quarter. If desired, Owners may make advance payment towards the annual assessment by paying several months in advance, or paying the entire year in advance, so long as Owner notifies the Association in a contemporaneous writing that such payment is an advance towards the Owner's annual assessment. Assessments, fines, fees, or other charges not paid in full to the Association within thirty (30) days of the due date shall be considered past due and delinquent, at which point the remaining balance of the Owner's annual assessment may be accelerated. Payments are considered to be made when the payment is physically received by the Association and the Association's financial institution to process the payment.

5. Collection Process: Upon delinquency, the Association shall proceed as follows:

a. *Notice of Delinquency*: After a monthly installment of the annual assessment, fine, fee, or other amount due to the Association becomes delinquent, the Association shall provide a notice of delinquency (Notice of Delinquency) to the Owner or Owner Representative via certified mail, return receipt requested, for which the Association may charge the Owner the actual cost of the certified mailing. In addition, the Association shall contact the Owner or Owner Representative by two of the following means: 1) Telephone call to a telephone number that the Association has on file because the Owner or Owner Representative provided the number to the Association. If the Association attempts to contact the Owner or Owner Representative via telephone but is unable to reach them, the Association shall, if possible, leave a voice message; 2) Text message to a cellular number that the Association has on file because the Owner or Owner Representative provided it to the Association; 3) Email to an email address that the Association has on file because the Owner or Owner Representative provided it to the Association; or 4) By regular mail, if the Owner or Owner Representative has not provided a telephone number, cellular number, or email address as additional means by which to receive notices. The Notice of Delinquency must be made by the Association, its attorney, or any community association manager or property management company designated by the Association. The notice must be sent in English and the language that the Owner has previously indicated a preference for, if any. The notice must include:

i) A statement specifying whether the delinquency concerns unpaid assessments, unpaid fines, fees, charges, or a combination of the foregoing. If the notice concerns unpaid assessments, the notice must notify the Owner that unpaid assessments may lead to foreclosure;

ii) The total amount due to the Association along with an accounting showing how the total amount was determined;

iii) Advise the Owner whether they are qualified to enter into a payment plan, the details of the payment plan outlined in

Section 10 of this Policy, and provide instructions for contacting the Association to enter into the payment plan;

iv) The name and contact information for an individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt owed to the Association;

v) A statement indicating that action is required to cure the delinquency and that failure to do so within thirty (30) days may result in the Owner's delinquent account being turned over to an attorney, a collection agency, the filing of a lawsuit against the Owner, the filing and foreclosure of a lien against the Owner's property (if the unpaid amounts include assessments), the sale of an Owner's unit at auction to pay delinquent assessments, which could result in the Owner losing some or all of the Owner's equity in the unit, or other remedies available under Colorado law, including revoking the owners right to vote, right to use common amenities, and the termination of services;

vi) Notice of the late fees and interest that may accrue;

vii) A description of the steps the Association will take before legal action may be taken against the Owner, including, for unpaid fines, any cure processes that apply under the Association's Enforcement Policy;

i) A description of what legal action the Association may take against the Owner, including the types of matters that may be taken to small claims court or for which the Association may seek injunctive relief requiring the Owner to comply with the Association's Governing Documents;

b. *Filing of Lien:* If (a) thirty (30) days have elapsed since the Association delivered the Notice of Delinquency to an Owner in compliance with Section5(a), (b) the Owner has not entered into a payment plan with the Association for amounts owed, and (c) the Owner's account remains delinquent, the Association may file a lien on the Owner's Lot or Unit. The Association shall provide an Owner with notice within a reasonable time after such lien has been filed.

c. *Referral to Collection Agency or Attorney:* If (a) thirty (30) days have elapsed since the Association delivered the Notice of Delinquency to an Owner in compliance with Section 5(a), (b) the Owner has not entered into a payment plan with the Association for amounts owed or has defaulted on a payment plan, and (c) the Owner's account remains delinquent, the Board may refer the Owner's delinquent account to an attorney or collection agency. However, the Association may only refer a delinquent account or payment plan in default to an attorney or collection agency if a majority of the Board votes to refer the matter in a recorded vote at an executive or open meeting. Upon referral to the Association's attorney or collection agency, the attorney or collections agency shall consult with the Association to determine what collection procedures are appropriate. After an account has been referred to an attorney or collection agency, the account shall remain with the attorney or collection agency until the account is settled, has a zero balance, or is written off.

6. Schedule of Notices: The Association shall use the following table for delinquent accounts:

Due Date for Assessments (date payment is due)	The first day of each quarter.
Due Date for Fines, Fees, and other Charges (date payment is due)	The date notice of such fine, fee or other charges is delivered.
Past Due Date for Assessments, Fines, Fees, and other Charges (date payment is late if not received on or before that date)	10 days after Due Date.
Notice of Delinquency	10 days after Due Date.
File Lien	30 days after Notice of Delinquency.
Delinquent account turned over to the Association's attorney.	30 days after Notice of Delinquency.

7. Monthly Notice For Delinquent Accounts and Statement of Account: On a monthly basis, by first-class mail and email, to any Owner with a delinquent account, the Association shall send an itemized list of all assessments, fines, fees, and other charges due to the Association. At any time, an Owner may request a statement of account (*i.e.*, a ledger) detailing any amounts the Owner owes the Association, which must be provided to the Owner no later than seven business days after receipt of the Owner's request. The Association shall not assess a fee or other charge for providing a statement of account to an Owner.

8. Late Fees: The Association shall impose, on a monthly basis, a twenty-five dollar ($25.00) late fee for any assessment, fine, fee, or other amount past due. The late charge shall be a "common expense" for each delinquent Owner. Additionally, an Owner's assessment, fine, or fee balance held by the Association is subject to an eight percent (8%) per annum interest fee on the amount owed for each Owner who fails to timely pay the balance. The late fees shall be the personal obligation of the Owner(s) for which such assessment or installment is unpaid. All late charges shall be due and payable immediately in the manner provided in the Declaration (and as set forth herein) for payment of assessments, fines, fees, or other amounts owed to the Association.

9. Returned Check Charges: In addition to any and all charges imposed under the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Policies, or Procedures, a returned payment fee of seventy-five dollars ($75.00) shall be assessed on an Owner in the event any attempted payment is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Returned payment charges shall be the obligation of the Owner(s) for which payment was tendered to the Association for payment of sums due under the Association's Governing Documents. If two or more of an Owner's payments are returned unpaid or otherwise not honored by the bank within any fiscal year, the Association may require that all the Owner's future payments for a period of one (1) year be made by certified check or money order. This return payment charge shall be in addition to any late fees incurred by an Owner. Any returned

payment shall cause an account to be past due if full payment of the monthly installment of the annual assessment, fine, or fee is not timely made within thirty (30) days of the due date.

10. Payment Plan: If qualified to do so, an Owner who becomes delinquent in payment of assessments, fines, fees, or other amounts due to the Association, may enter into a payment plan with the Association, over a period of eighteen (18) months. Under the payment plan, the Owner may choose the amount to be paid each month, so long as each payment is at least twenty-five dollars ($25.00) and the payment covers, within the time frame of the payment plan, the full balance of all past due, presently due, and will become due during the course of the payment period. The Owner may elect to pay the remaining balance due at any time during the payment plan. Such payment plan shall be offered to each Owner prior to the Association referring any account to an attorney or collection agency. The Owner will be deemed to default on the payment plan if the Owner fails (a) to pay three (3) or more of the agreed upon installments within fifteen (15) days after the monthly installments were due or (b) to remain current with regular assessments as they come due during the pendency of the payment plan. In the event that the Owner defaults on the payment plan, the Association may, without additional notice, refer the delinquent account to an attorney or collection agency for collection action. Each Owner is qualified to enter a payment plan, unless:

a. The Owner does not occupy the property and acquired title to the property by foreclosure of a security interest encumbering the property or foreclosure of the Association's lien; or

b. The Owner has previously entered into a payment plan with the Association.

11. Recovery of Attorney Fees and Collection Costs: As an additional expense permitted under the Declaration and by Colorado law, the Association shall be entitled to recover its reasonable attorney fees, actual costs, and actual collection costs incurred in the collection of assessments or other charges due the Association from a delinquent Owner; provided, however, that such fees shall only be recoverable after the Association has provided a Notice of Delinquency in accordance with this Policy. The reasonable attorney fees, actual costs, and actual collection costs incurred by the Association shall be due and payable immediately when incurred, upon demand.

12. Application of Payments: All sums collected on a delinquent account shall be remitted to the Association's treasurer, manager, or attorney, as directed to Owner by the Association, until the account is brought current. All payments received on account of any Owner or the Owner's property shall be applied first to the assessments owed and any remaining amount to the fines, fees, or other charges owed, in the following order: 1) attorney fees or costs; 2) amounts reduced to judgment; and 3) interest, late charges, returned check charges, lien fees, and any other fines, fees, or costs owed.

13. Legal Remedies: The Association may pursue any and all legal remedies available to the Association by Colorado law or the Association's Governing Documents for collection on any delinquent account, including, without limitation: (a) recording a lien against the delinquent Owner's property; (b) filing a suit against the delinquent Owner for a money judgment; (c) instituting a judicial foreclosure action of the Association's lien, upon

approval by the Association's Board of Directors; (d) filing the necessary claims, documents, and motions in bankruptcy court in order to protect the Association's interests; (e) filing a court action seeking appointment of a receiver; and (f) garnishment and attachment. Until an Owner has paid a delinquent account in full, the Association may suspend the Owner's right to vote and right to use the Association's recreation facilities. Any party seeking to enforce its rights under the Declaration, Bylaws, Covenants, Policies, Procedures, Rules, Regulations, or other governing documents of the Association pursuant to this Collections Policy for disputes regarding assessments, fines, or fees owed to the Association for seven thousand five hundred dollars ($7,500.00) or less, exclusive of interest and costs, may file a claim in small claims court.

14. HOA Information & Resource Center: Pursuant to C.R.S. §§ 12-10-801 and 38-33.3-209.5, the Colorado HOA Information & Resource Center (https://dre.colorado.gov/hoa-center) serves as a resource for consumers to understand their basic rights and responsibilities under the Colorado Common Interest Ownership Act. Please visit the HOA Information & Resource Center for free online information relating to the collection of assessments by the Association, including the Association's ability to foreclose an Association lien for unpaid assessments and force the sale of the Owner's unit. Additionally, Owners may access online information from the U.S. Department of Housing and Urban Development concerning credit counseling before foreclosure through a link on the department of local affairs' website.

15. Annual Registration: The Association shall register annually with the Colorado Division of Real Estate, pursuant to the specific requirements of C.R.S. § 38-33.3-401.

16. Judicial Foreclosures:

a. In General. The Association may choose to foreclose on its lien as outlined below and in accordance with Colorado law, except where the debt securing the lien consists only of fines or fees the Association has imposed on the Owner or reasonable attorney fees, actual costs, or actual collection costs incurred by the Association associated therewith. The Association shall consider individually each recommendation for a foreclosure, and may only approve a foreclosure action after the delinquency equals or exceeds six months of common expenses assessments based on a periodic budget adopted by the Association. Such foreclosure shall not proceed unless approved by a vote by the Board of Directors. Upon foreclosure, any individual or entity that was, for the five-year period preceding the purchase of a foreclosed unit, an Association Board member, the Association's management company, an employee of the Association's management company, an employee of a law firm representing the Association, an immediate family member of any of the foregoing, or any business entity that was owned by or affiliated with such individual or management company, shall not be permitted to purchase the foreclosed unit. The Association must not commence a foreclosure proceeding for delinquent assessments unless the Association has followed all notice requirements provided in CCIOA and this policy, the Association has made a good faith effort, by written offer, to coordinate with the Owner for a payment plan, and within thirty (30) days after providing offer of payment plan, the Owner has either (a) declined the plan or (b) accepted the plan and failed to

pay at least three (3) monthly installments within fifteen (15) days of the due date; and

i) The Association has either obtained a personal judgment against the Owner in a civil action to collect the amounts due, or attempted to do so but (a) was prevented by the death or incapacity of the Owner or (b) was unable to serve the Owner with process within 180 days; or

ii) The Owner either filed a bankruptcy petition or had a bankruptcy petition filed against them, and the amount due the Association is subject to the bankruptcy civil action.

(a) Sections 16(a)(i) and (ii), above, apply exclusively to units owned by an individual or individuals who occupy the unit as their principal residence, if any.

b. Notice to Owners. At least thirty (30) days before initiating legal action to foreclose a lien against an Owner, the Association shall provide written and electronic notice to the Owner or Owner Representative that:

i) the Owner has the right to engage in mediation prior to litigation ("Mediation Notice"):

(a) To initiate mediation, the Owner or Owner Representative must respond within thirty (30) days after receipt of the Mediation Notice.

(b) To participate in mediation, both parties must select a mutually agreeable mediator knowledgeable about the Colorado Common Interest Ownership Act and shall schedule the mediation session within thirty (30) days after Owner's receipt of the Mediation Notice. If an Owner fails to comply with this process, the Owner's right to mediation is waived.

ii) The Owner has the right to participate in credit counseling at the Owner's expense and that information relating to obtaining credit counseling and the consequences of foreclosure by an association is available through the HOA Information & Resource Center or through a link to the federal department of housing and urban development on the department of local affairs' website. Credit counseling may include:

(a) Discussion of amounts owed to the Association in unpaid assessments and related costs;
(b) The impact of foreclosure on the Owner's credit;
(c) Additional debt that may be incurred by the Owner if foreclosure by the Association is completed;

(d) Options available to the Owner to retain title to the unit or to remain in the unit; and

(e) Any other options that may be available to the Owner to avoid foreclosure.

iii) The Association intends to foreclose the lien under C.R.S. § 38-33.3-316, which notice must be sent in to the Owner or Owner Representative in English and the language that the Owner has previously indicated a preference for, if any, by certified mail, return receipt requested, and by at least two of the following means:

(a) Telephone call to a telephone number that the Association has on file because the Owner or Owner Representative provided the number to the Association. If the Association attempts to contact the Owner or Owner Representative via telephone but is unable to reach them, the Association shall, if possible, leave a voice message;

(b) Text message to a cellular number that the Association has on file because the Owner or Owner Representative provided it to the Association;

(c) Email to an email address that the Association has on file because the Owner or Owner Representative provided it to the Association; or

(d) Regular mail, if the Owner or Owner Representative has not provided a telephone number, cellular number, or email address as additional means by which to receive notices.

(i) For purposes of providing the Association's notice of intent to foreclose a lien against an Owner, if the Association does not already have the information, prior to sending the notice, the Association must request from the Owner or Owner Representative a telephone number for phone calls, a cellular number for texts, and an email address for emails.

iv) The notice of intent to foreclose the Association lien must inform the Owner that:

(a) The Association intends to file a lawsuit against the Owner's property and that, if the court forecloses on the lien, the court will order the sale of the unit at auction to pay the delinquent assessments due to the Association;

(b) Based on the sale price of the unit at auction, the Owner could lose some or all of the Owner's equity in the unit;

(c) The Owner has a right to participate in credit counseling prior to foreclosure, pursuant to C.R.S. § 38-33.3-316(10.3);

(d) The Owner has a right to participate in mediation with the Association prior to foreclosure, pursuant to C.R.S. § 38-33.3-316(10.7); and

(e) The Owner has access to, and instructions on how to access, free online information through the HOA Information & Resource Center relating to foreclosure by an Association, pursuant to C.R.S. § 38–33.3–209.5(5)(a)(V)(E).

c. Notice to Lienholders.

i) At least thirty (30) days before initiating legal action to foreclose a lien against an Owner, the Association shall provide written and electronic notice to all lienholders identified in the Owner property records of the pending legal action for the foreclosure. The notice must include the amount of any outstanding assessment or other money owed.

ii) No later than five (5) business days after the Association initiates legal action to foreclose a lien against the Owner, the Association must provide written and electronic notice to all lienholders identified in the Owner property records of the right to cure the nonpayment pursuant to C.R.S. § 38–38–104 and the right of the Owner to file a motion to stay the sale of the property at auction pursuant to C.R.S. § 38–38–109.5.

17. No Defense or Offset: The Association's failure to comply with any provision in this Policy is not a defense to payments owed by an Owner, and an Owner may not withhold any amount due to the Association on the basis that the Owner is allegedly entitled to recover money or damages from the Association for some other obligation.

18. Supplement to Law: The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law and the State of Colorado governing the Association.

19. Modification: The Board reserves the right, from time to time, to amend or repeal this Policy, subject to any limitations placed on the Board in the Governing Documents or by law.

20. Definitions: Unless otherwise defined in this Policy, capitalized terms shall have the same meaning ascribed by the Declaration.

21. Replacement: This Policy supersedes and replaces prior policies adopted by the Board dealing with the subject matter herein.

22. Mailing Address: Payment of assessments, fines, fees and other charges shall be made to:

619 Overlin Drive Townhomes Association
1001 Grand Avenue Glenwood Springs CO 81601

619 Overlin Drive Townhomes Association

By: _____
Ben West
Declarant

This Policy was adopted by the Board of Directors on September 16, 2026, and it is attested to by the Secretary of the **619 Overlin Drive Townhomes Association**.

_____
Secretary

619 OVERLIN DRIVE TOWNHOMES ASSOCIATION

CONDUCT OF MEETINGS POLICY

Effective September 16, 2026

The following Policy has been adopted by **619 Overlin Drive Townhomes Association**, a Colorado nonprofit corporation (Association), pursuant to the provisions of the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq., at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

Purpose: To establish a uniform and systematic protocol for conducting meetings of the Association, including meetings of the Owners and the Board; to ensure equitable participation by Owners while permitting the Board to conduct the business of the Association; and to memorialize the circumstances under which the Board may convene into executive session.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Policy governing the conduct of meetings of the Owners and the Board:

1. Owners' Meetings: All meetings of the Association are open to every Owner, or to any person designated by an Owner in writing as the Owner's representative (Owner Representative), and Owners or Owner Representatives, so desiring, shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings in accordance with this Policy; except that, for regular and special meetings of the Board, Owners who are not members of the Board (Board Members) may not participate in any deliberation or discussion except as provided below. Meetings of the Owners of the Association shall be called pursuant to and in accordance with the Bylaws of the Association.

2. Board Meetings: All regular and special meetings of the Board, or any committee thereof, shall be open to attendance by all Owners or Owner Representatives. At regular and special meetings of the Board, Owners who are Board Members may not participate in any deliberation or discussion unless expressly so authorized by this Policy or by a vote of the majority of a quorum of the Board. Board meetings shall be called pursuant to the Bylaws of the Association. Every effort shall be made to conduct Board meetings a neutral meeting space. Board meetings need not be in person and may be conducted remotely, including, without limitation, video conference or telephonic conference. Regardless of whether a Board meeting is conducted remotely or not, Owners must be provided a reasonable method by which to participate remotely.

3. Notice of Board Meetings: Notice of regular and special meetings of the Board shall be sent to Owners at least three (3) days prior to the meeting. Notice shall be by email or by other means agreed to by a majority of the Board. The notice shall (i) set forth the time and place of the meeting, (ii) state whether the meeting is in-person or remote, (iii) include the meeting agenda, and (iv), regardless of whether the meeting is in person or not, provide a reasonable method by which Owners, Owner Representatives, and Board Members may participate remotely. Such notice requirements may be suspended in the event that the President of the Association, or in their absence, an officer of the Association, deems there to be an emergency.

Notwithstanding such emergency situation, all efforts should be made to provide meaningful notice and any resultant or ensuing meeting minutes shall reflect the emergent circumstances justifying the suspension of these notice requirements. In order to effectuate the spirit of this notice requirement, the Board shall make every effort not to make decisions normally made during Board meetings in private meetings, working group sessions, or via email because of the import of Owner involvement, input, and discussion.

4. Owners' Right to Speak: The Board may place reasonable time restrictions on those persons speaking during any meeting. However, at Board meetings, the Board shall permit Owners or Owner Representatives to speak before the Board takes formal action on an item under discussion, in addition to any other opportunities to speak, and, if more than one person desires to address an issue and there are opposing views, the Board shall provide for a reasonable number of persons to speak on each side of an issue.

5. Agenda; Open Forum: The President of the Association, or in their absence, any other Association officer, shall chair meetings. The agenda for all meetings shall follow the order of business specified by the Association's Bylaws, and if none, in accordance with the order of business determined by the Board. The agenda for Owners' meetings shall include an Owner Open Forum during which any Owner or Owner Representative who wishes to speak will have the opportunity to do so, subject to the remaining provisions of this Policy. The agenda for Board meetings shall include an Owner Open Forum, subject however, to the Board's right to dispense with or limit the Owner Open Forum at the discretion of the Board, except that such limits on Owner Open Forum shall always be subject to this Policy. Should any Owner wish to place an item for consideration on the agenda for either an Owners' meeting or a regular Board meeting, the Owner must request to do so at least seven (7) days prior to such meeting by notifying the Association's Secretary or Manager of the same. Agenda items are created and removed at the sole discretion of the Board.

6. Limits on Right to Speak: The Board shall have the right to determine the length of time of the Open Forum. The chair of the meeting may place reasonable limitations upon the time given to each Owner (or Owner Representative) seeking to comment, to allow sufficient time for as many Owners as possible to comment within the time permitted. Unless otherwise determined by the chair, the time limit will be three (3) minutes per Owner. Owners will be allowed to speak more than once during Open Forum only at the discretion of the Board. No Owner may speak a second time until all Owners wishing to speak have had an opportunity to speak once. The Board is not obligated to take immediate action on any item presented by an Owner during Open Forum or respond to such comments. However, the Board may give direction to staff to follow up on any item presented by an Owner.

7. Sign-Up Sheets: A sign-up sheet may be made available to Owners immediately prior to the meeting or by contacting the Association's Secretary by email. Any Owner (or Owner Representative) wishing to comment at the ensuing meeting may add their name to the sign-up sheet. Subject to the remaining provisions of this Policy, Owners will be recognized for comment at the meeting in the same order as their names appear on the sign-up sheet. All Owners wishing to comment who have not placed their names on the sign-up sheet will nonetheless be permitted to speak if time permits. The meeting chair shall, to the best of their ability, allocate time to each Owner for comment to allow as many Owners as possible to speak within the time permitted.

8. Attorney/Client Privileged Communications: Upon the final resolution of any matter for which the Board received legal advice or that concerned pending or contemplated litigation, the Board may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

9. Recording of Meetings: The Association will not record meetings. Owners may audio record all or any portion of any meeting. Owners may not video record meetings.

10. Owner Conduct: No Owner is entitled to speak until recognized by the chair. There shall be no interruption of anyone who has been recognized by the meeting chair except by the chair. Specific time limits set for speakers shall be strictly observed. Personal attacks, whether physical or verbal, and offensive language will not be tolerated. All comments are to be directed to the meeting chair and not at other individual participants. All comments are to be restricted to the agenda item being discussed. Courteous behavior is mandatory.

11. Curtailment of Owner Conduct: Should the chair determine that any Owner (or Owner Representative) has spoken for the allocated amount of time or longer, or determine that the Owner is in violation of the provisions of this Policy, the meeting chair shall have the authority to instruct that Owner to yield the floor, and that Owner will be obligated to comply with the meeting chair's instruction.

12. Meeting Minutes: The Association shall keep minutes of all Owner and Board meetings.

13. Executive Session: Notwithstanding the foregoing, the Board or a committee thereof may hold an executive or closed-door session and may restrict attendance to Board Members and other persons specified by the Board; provided that any such executive or closed door session may only be held in accordance with the provisions and requirements of applicable law. The matters to be discussed at such an executive session are limited to:

a. Matters pertaining to employees of the Association or the Association's managing agent's contract, or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the Association;
b. Consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings, or matters that are privileged or confidential between attorney and client;
c. Investigative proceedings concerning possible or actual criminal misconduct;
d. Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;
e. Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy, including a disciplinary hearing under the Enforcement Policy and any referral of delinquency under the Collections Policy; except that an Owner who is the subject of a disciplinary hearing or a referral of delinquency may request and receive the results of any vote taken at the relevant meeting; or

f. Review of or discussion relating to any written or oral communication from legal counsel.

Prior to the time the Board convenes in executive session, the meeting chair shall announce the general matter of discussion as enumerated in paragraphs (a) to (f) above. In keeping with the Association's Policy Regarding the Adoption and Amendment of Policies, Procedures, and Rules, no policy, procedure, rule, or regulation may be created, adopted, enforced, amended, or repealed during an executive session.

14. Disruptive or Unruly Behavior: If an Owner (or Owner Representative) refuses to stop talking after their allotted time has ended, or otherwise disrupts the meeting, or is otherwise in violation of the provisions of this policy, the following procedure will be followed:

a. The meeting chair will issue an oral warning that if the Owner continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this Policy, either the meeting will be adjourned, or law enforcement/security will be called to remove the individual.
b. If the Owner continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this Policy, the meeting chair may mute the owner's audio participation, if available.
c. If the Owner continues to speak, disrupt the meeting, or otherwise act in violation of the provisions of this Policy, the meeting chair will call a recess and speak directly to the Owner, reiterating that either the meeting will be adjourned, or law enforcement/security will be called to remove the individual.
d. If the Owner still refuses to cooperate, the meeting chair may choose whether to adjourn the meeting to another time or to call law enforcement/security.

15. Supplement to Law: The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law and the State of Colorado governing the Association.

16. Modification: The Board reserves the right, from time to time, to amend or repeal this Policy, subject to any limitations placed on the Board in the Governing Documents or by law.

17. Definitions: Unless otherwise defined in this Policy, capitalized terms shall have the same meaning ascribed by the Declaration.

18. Replacement: This Policy supersedes and replaces prior policies adopted by the Board dealing with the subject matter herein.

619 Overlin Drive Townhomes Association

By: _____

Ben West
Declarant

This Policy was adopted by the Board of Directors on September 16, 2026, and it is attested to by the Secretary of the **619 Overlin Drive Townhomes Association**.

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Secretary

619 OVERLIN DRIVE TOWNHOMES ASSOCIATION

CONFLICT OF INTEREST POLICY

Effective September 16, 2026

The following Policy has been adopted by **619 Overlin Drive Townhomes Association**, a Colorado nonprofit corporation (Association), pursuant to the provisions of the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq., at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

Purpose: To adopt a policy governing conflicts of interest among members of the Board (Board Members).

NOW, THEREFORE, IT IS RESOLVED that the Association hereby adopts the following Policy to govern the handling of conflicts of interest among Board Members:

1. If any contract, decision, or other action taken by or on behalf of the Board would (1) financially benefit any member of the Board, (2) benefit any non-profit or for-profit entity with which any member of the Board has a significant relationship or (3) disproportionately benefit a Board Member's property such that the Board Member will benefit in a manner that is inconsistent relative to other members of and owners in the Association, then, in advance of entering into that contract, making the decision, or taking the action, that interested Board Member shall declare to the Board in writing or at an open meeting of the Board, that a conflict of interest exists and shall describe in detail all of the particular facts of the conflict of interest. "Significant relationship," as used above, shall include, but not be limited to, sitting on the board of, having a leadership role in, or having a significant ownership interest in (*i.e.,* 25% or more) or significant role in the operations of a for-profit or non-profit, even if there is no compensation.

2. A conflict of interest shall also exist if the contract, decision, or action will benefit any person who is a parent, grandparent, spouse, child, or sibling of a Board Member, or a parent or spouse of any of those persons.

3. The interested Board Member may deliver to the Board a letter setting forth a detailed summary of the conflict of interest, which letter shall be read out loud by a non-interested Board Member at an open meeting of the Board.

4. After the interested Board Member makes such a declaration, the interested Board Member may participate in a discussion of the matter giving rise to the conflict of interest. However, the interested Board Member may not vote on the issue giving rise to the conflict of interest. If there is compliance with the terms of this policy, a majority of the disinterested Board Members, or any higher number required by the Association's governing documents, may in good faith authorize, approve, or ratify the conflicting interest transaction.

5. The interested Board Member may be counted as present when determining whether a quorum of the Board exists.

6. Any contract entered into, decision made, or action taken in violation of this Policy is void and unenforceable.

7. If the Board or any Board Member or Owner has reasonable cause to believe that a Board Member has failed to disclose a conflict of interest, that individual shall notify the Board either verbally at a meeting of the Board or in writing, outlining the basis for such belief. Thereafter, the Board shall give the Board Member in question an opportunity to explain the alleged failure to disclose. If the Board subsequently determines that the interested Board Member failed to disclose a conflict of interest in violation of the Conflicts of Interest Policy, the Board may then take any or all of the following actions to correct the violation: (1) suspend the Board Member's voting privileges for specific, related matters, (2) require the Board Member to leave the room for the duration of consideration of, and action on, related matters, or (3) formally reprimand the Board Member; and, in egregious cases, remove the Board Member from the Board upon a majority vote of all other Board Members in support of removal.

8. This Conflicts of Interest Policy shall be reviewed annually by the Board at a duly noticed Board meeting.

9. This Conflicts of Interest Policy supplements C.R.S. § 7-128-501 which law is incorporated by reference as if fully set forth herein.

10. The provisions of this Policy shall supplement and be in addition to the terms and provisions of the Declaration and the law and the State of Colorado governing the Association.

11. The Board reserves the right, from time to time, to amend or repeal this Policy, subject to any limitations placed on the Board in the Governing Documents or by law.

12. Unless otherwise defined in this Policy, capitalized terms shall have the same meaning ascribed by the Declaration.

13. This Policy supersedes and replaces prior policies adopted by the Board dealing with the subject matter herein.

619 Overlin Drive Townhomes Association

By: Ben West

Ben West
Declarant

This Policy was adopted by the Board of Directors on September 16, 2026, and it is attested to by the Secretary of the **619 Overlin Drive Townhomes Association**.

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Secretary

619 OVERLIN DRIVE TOWNHOMES ASSOCIATION

DISPUTE RESOLUTION POLICY

Effective September 16, 2026

The following Policy has been adopted by **619 Overlin Drive Townhomes Association**, a Colorado nonprofit corporation (Association), pursuant to the provisions of the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq., at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

Purpose: To provide a more efficient means of resolving disputes or claims involving the Association or the Association's Articles of Incorporation, Declaration, Covenants, Bylaws, Policies, Procedures, Rules, Regulations, or other document governing the Association (Governing Documents), and to reduce the costs and fees associated with dispute resolution.

WHEREAS, the Colorado Common Interest Ownership Act encourages common interest communities to adopt protocols that make use of mediation in resolving disputes between the Association and one or more Owners.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Policy governing the resolution of disputes:

1. Dispute Resolution Procedures. Except as provided herein and as allowed under the Association's Policies, the following procedures will be followed in all disputes or claims involving the Association or the Association's Governing Documents whether such dispute be between the Association and an Owner, between an Owner and the Association, or between Owners themselves.

a. Prior to proceeding with any claim, the party asserting the claim (Claimant) shall give written notice of such claim to all opposing parties (Respondent) (Claimant and Respondent are each a Party and are collectively Parties), which notice shall state plainly and concisely:

i) the nature of the claim, including all persons involved and Respondent's role in the claim;
ii) the legal basis of the claim (*i.e.,* the specific authority out of which the claim arises); and
iii) the specific relief or proposed remedy sought.

b. After the Respondent receives the notice of claim, the Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the claim by good faith negotiation. Such efforts may include inspections of the Claimant's or the Respondent's unit for purposes of evaluating any alleged violation. Any Party may be represented by attorneys and independent consultants to assist in the negotiations and to attend meetings.

c. If the Parties do not resolve the claim through negotiations within thirty (30) days after submission of the claim to the Respondent, the Claimant shall

have an additional thirty (30) days to submit the claim for mediation under the auspices of a reputable mediation group providing such services in La Plata County or neighboring county, or, if the Parties otherwise agree, to a reputable mediation group outside such area.

d. If the Claimant fails to submit the claim to mediation within such time, or fails to appear at the mediation, the Claimant shall be deemed to have waived the claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than Claimant.

e. Any settlement of the claim through mediation shall be documented in writing by the mediator and signed by the Parties. If a termination of the mediation occurs, the mediator shall issue a written statement advising that the parties are at an impasse and the date that mediation was terminated.

f. Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges of the mediator.

g. If the Parties agree to a resolution of any claim through negotiation or mediation as described above and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit to enforce such agreement without the need to again comply with the procedures set forth in this Policy. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including without limitation, attorneys' fees and court costs.

h. Upon termination of mediation if no resolution is reached, if Claimant desires to pursue the claim, Claimant shall thereafter be entitled to file suit in such court as is appropriate under law.

2. Exclusions. Unless all Parties thereto otherwise agree, the following disputes or claims shall not be subject to the provisions of this Policy:

a. An action by the Association relating to the collection or enforcement of the obligation to pay assessments or other charges set forth in the Association's governing documents;

b. An action by the Association to obtain a temporary restraining order or preliminary injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to enjoin any immediate threat to persons or property;

c. Any action between or among Owners, which does not include the Association as a party, if such action asserts a claim which would constitute a cause of action independent of the Association's Governing Documents;

d. Any action in which any indispensable party is not 1) the Association or the Association's officers, directors, or committee members, or 2) an individual or entity, including the entity's officers, partners, directors, members, employees, or agents, that is subject to the Association's Governing Documents;

e. Any action by the Association relating to the enforcement of its Declaration, Articles of Incorporation, Bylaws, Rules, Regulations, Policies, Procedures, or other Governing Document as allowed under the Association's Policies; or

f. Any action to enforce a settlement agreement made under the provisions of this Policy or predating this Policy.

3. Statute of Limitations. No claim may be initiated after the date when institution of legal or equitable proceedings based on such claim would be barred by the applicable statute of limitation or statute of repose.

4. Supplement to Law. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law and the State of Colorado governing the Association.

5. Modification. The Board reserves the right, from time to time, to amend or repeal this Policy, subject to any limitations placed on the Board in the Governing Documents or by law.

6. Definitions. Unless otherwise defined in this Policy, capitalized terms shall have the same meaning ascribed by the Declaration.

7. Replacement. This Policy supersedes and replaces prior policies adopted by the Board dealing with the subject matter herein.

619 Overlin Drive Townhomes Association

By: Ben West

Ben West
Declarant

This Policy was adopted by the Board of Directors on September 16, 2026, and it is attested to by the Secretary of the **619 Overlin Drive Townhomes Association**

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Secretary

619 OVERLIN DRIVE TOWNHOMES ASSOCIATION

INSPECTION AND COPYING OF RECORDS POLICY

Effective September 16, 2026

The following Policy has been adopted by **619 Overlin Drive Townhomes Association**, a Colorado nonprofit corporation (Association), pursuant to the provisions of the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq., at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

Purpose: To establish a uniform policy and procedure for the inspection and copying of Association records by owners; to establish the type of records kept by the Association or its agent; and to establish the cost of copying Association records.

WHEREAS, the Colorado Common Interest Ownership Act (CCIOA), in C.R.S. § 38-33.3-317, gives all Owners of the Association the right to examine and copy the financial and other records of the Association.

NOW, THEREFORE, IT IS RESOLVED that the Association hereby adopts the following Policy governing the inspection and copying of Association records:

1. The Association shall keep as records the following documents:

a. Records the Association is required to disclose within ninety (90) days after the end of the fiscal year as required by C.R.S. § 38-33.3-209.4(2);

b. Detailed records of receipts and expenditures affecting the operation and administration of the Association;

c. Records of claims for construction defects and amounts received pursuant to settlement of those claims;

d. Minutes of all Board meetings and Owner meetings, a record of all actions taken by the Owners or Board without a meeting, and a record of all actions taken by any committee of the Board;

e. Written communications among, and the votes cast by, Board members that are:

i) Directly related to an action taken by the Board without a meeting pursuant to C.R.S. § 7-128-202; or
ii) Directly related to an action taken by the Board without a meeting pursuant to the Association's Bylaws;

f. The names of Owners, in a form that permits preparation of a list of the names of all Owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each Owner is entitled to vote;

g. The current Declaration, Covenants, Bylaws, Articles of Incorporation, Rules, Regulations, Policies, Procedures, and other responsible governance policies or governing documents of the Association adopted by the Board;

h. Financial statements, as described in C.R.S. § 7-136-106, for the past three years, and tax returns of the Association for the past seven years, to the extent available;

i. A list of the names, electronic mail addresses, and physical mailing addresses of the current Board Members and officers;

j. A list of the current amounts of all unique and extraordinary fees, assessments, and expenses that are chargeable by the Association in connection with the purchase or sale of a unit that are not paid for through assessments, including transfer fees, record change fees, and the charge for a status letter or statement of assessments due;

k. All documents included in the Association's annual disclosures under C.R.S. § 38-33.3-209.4;

l. The most recent annual report delivered to the secretary of state;

m. Financial records sufficiently detailed to enable the Association to comply with C.R.S. § 38-33.3-316(8) concerning statements of unpaid assessments;

n. The Association's most recent reserve study;

o. Current written contracts to which the Association is a party, and contracts for work performed for the Association within the preceding two years;

p. Records of the Board or committee actions to approve or deny any requests for design or architectural approval from Owners;

q. Ballots, proxies, and other records related to voting by Owners for one year after the election, action, or vote to which they relate;

r. Resolutions adopted by the Board relating to the characteristics, qualifications, rights, limitations, and obligations of Owners or any class or category of Owners;

s. All written communications within the past three years to all Owners generally as Owners;

t. All written consents provided by Owners consenting to the disclosure of such Owners' telephone number, electronic mail address, driver's license numbers, and social security numbers;

u. Any contact with an Owner in regard to an Owner's delinquency in paying assessments, fines, or fees, including information regarding the type of

communication used to contact the Owner and the date and time that the contact was made; and

v. The designated contact and preferred language of an Owner or Owner Representative, pursuant to C.R.S. § 38-33.3-209.5.

2. So the Association can have the desired books, records, and personnel available, a written notice of intent to inspect must be submitted to the Association at least fourteen (14) days prior to the planned inspection. Such notice must describe with reasonable particularity which records are to be inspected and the purpose of the inspection.

3. All records maintained solely in physical form shall be inspected at either the principal office of the Association, the office of the Association's Secretary, or any other agreed-upon place, between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. The Association shall take reasonable efforts to maintain all documents disclosable under this Policy in electronic form.

4. Notwithstanding the foregoing, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an Owner's interest as an Owner, without consent of the Board. Without limiting the generality of the preceding sentence, without the consent of the Board, a membership list or any part thereof may not be:

a. Used to solicit money or property, unless such money or property will be used solely to solicit the votes of Owners in an election to be held by the Association;

b. Used for any commercial purpose; or

c. Sold to or purchased by any person.

5. Records maintained by the Association may be withheld from inspection and copying to the extent that they are or concern:

a. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owner of the drawings, plans, or designs;

b. Contracts, leases, bids, or records related to transactions to purchase or provide goods or services that are currently in or under negotiation;

c. Communications with legal counsel that are otherwise protected by the attorney-client privilege or the attorney work-product doctrine;

d. Disclosure of information in violation of law;

e. Records of an executive session of the Board;

f. Individual units other than those of the requesting Owner;

g. Any documents that are confidential or otherwise prohibited from disclosure under constitutional, statutory, or judicially imposed requirements; or

h. Ballot forms from any secret ballot conducted by the Association, except that same shall, if required by C.R.S. § 38-33.3-317(1)(n) and upon the advice of legal counsel, be provided with redaction of information relating to the Owner casting such ballot.

6. Records maintained by the Association are not subject to inspection and copying, and must be withheld, to the extent that they are or concern:

a. Personnel, salary, or medical records relating to specific individuals; or

b. Personal identification and account information of Owners, including bank account information, telephone numbers, electronic mail addresses, driver's license numbers, and social security numbers. However, the Association may publish to other Owners and unit residents an Owner's or unit resident's telephone number, email address, or both, provided that the Association has received the prior written consent for the disclosure of such information from the subject Owner or unit resident. A written consent remains valid until the subject Owner or unit resident withdraws it by providing the Association with a written notice of withdrawal of the consent. If a consent is withdrawn, the Association has no obligation to change, retrieve, or destroy any document or record published prior to the notice of withdrawal. The Association will accept written consents and notices of withdrawal of the consent provided by Owners and unit residents via email to the Association, so long as the subject Owner or unit resident includes in the email of consent or withdrawal the following statement, or a substantially similar version thereof: "I hereby agree to provide this consent or withdrawal of consent, as applicable, by electronic means in accordance with the Uniform Electronic Transactions Act, Article 71.3 of Title 24, C.R.S."

7. The Association may impose a reasonable charge, which may be collected in advance and may cover the costs of labor and material, for copies of Association records. The charge may not exceed the estimated cost of production and reproduction of the records. But, if it does, any amounts collected above actual costs shall be refunded. There shall be no cost to access records which are required to be disclosed by Colorado law at no cost to an Owner.

8. A right to copy records under this Policy includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission, if available. The information described in this Policy shall be provided to the Owners by the Association either by (i) posting such information on an internet website with notice of the URL for such website delivered to the Owners by electronic mail or first-class mail; (ii) placing such information on a literature table or in a binder in the Association's main office; (iii) mail or personal delivery; (iv) electronic transmission; or (v) such other method as may be permitted under CCIOA.

9. Within ten (10) days after receipt of a written request and payment of any fees required, all the records which must be produced to an Owner will be available for examination and copying by the Owner or the Owner's authorized agent.

10. The Association is not obligated to compile, summarize, or synthesize information contained within its records.

11. Association records and the information contained within those records shall not be used for commercial purposes.

12. The Association reserves the right to have a third party present to observe during any inspection of physical records by an Owner or the Owner's authorized agent.

13. No Owner shall remove any original book or record of the Association from the place of inspection, nor shall any Owner alter, destroy, or mark in any manner any original book or record of the Association.

14. The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Association's Governing Documents and the law and the State of Colorado governing the Association.

15. The Board reserves the right, from time to time, to amend or repeal this Policy, subject to any limitations placed on the Board in the Governing Documents or by law.

16. Unless otherwise defined in this Policy, capitalized terms shall have the same meaning ascribed by the Declaration.

17. This Policy supersedes and replaces prior policies adopted by the Board dealing with the subject matter herein.

619 Overlin Drive Townhomes Association

By: _____
Ben West
Declarant

This Policy was adopted by the Board of Directors on September 16, 2026, and it is attested to by the Secretary of the **619 Overlin Drive Townhomes Association**.

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Secretary

619 OVERLIN DRIVE TOWNHOMES ASSOCIATION

PARKING POLICY

Effective September 16, 2026

The following Policy has been adopted by **619 Overlin Drive Townhomes Association.**, a Colorado nonprofit corporation (Association), pursuant to the provisions of the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq., at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

Purpose: To govern parking in areas designated for parking on the Condominium Map.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Policy to govern parking in designated areas on the Condominium Map:

1. Parking Limits: Units 1 through 5 may park up to two vehicles in the Common Area parking spaces. Units 6 through 11 may park up to one vehicle in the Common Area parking spaces. Parking in the Association's Common Areas is available on a first-come, first-served basis. This allocation reflects that Units 6 through 11 each include a garage, while Units 1 through 5 do not.

2. Identification: Each Owner or Resident who would like to park a vehicle in the Association's Common Area shall register the vehicle with the Association and confirm that parking the vehicle in the Association's Common Area parking spaces would not violate Section 1 of this Policy, and shall display the parking permit, decal, or other identifying device the Association issues in a visible location in their vehicle when parked in the Association's Common areas for parking. The Association may condition the issuance of a parking permit, decal, or other identifying device on compliance with Section 1 of this Policy.

3. Enforcement: A vehicle that is parked in violation of this Policy may be subject to towing, along with all other applicable remedies from the Declaration. Remedies for violation of this Policy may also include fines and other sanctions under the Association's governing documents in lieu of or in addition to towing.

4. Supplement to Law: The provisions of this Policy shall be in addition to and in supplement of the terms and provisions of the Declaration and the law and the State of Colorado governing the Association.

5. Modification: The Board reserves the right, from time to time, to amend or repeal this Policy, subject to any limitations placed on the Board in the Governing Documents or by law.

6. Definitions: Unless otherwise defined in this Policy, capitalized terms shall have the same meaning ascribed by the Declaration.

7. Replacement: This Policy supersedes and replaces prior policies adopted by the Board dealing with the subject matter herein.

8. Mailing Address: Payment of assessments, fines, fees and other charges shall be made to:

619 Overlin Drive Townhomes Association
1001 Grand Avenue Glenwood Springs CO 81601

619 Overlin Drive Townhomes Association

By: Ben West
Ben West
Declarant

This Policy was adopted by the Board of Directors on September 16, 2026, and it is attested to by the Secretary of the **619 Overlin Drive Townhomes Association**.

_____
Secretary

619 OVERLIN DRIVE TOWNHOMES ASSOCIATION

POLICY REGARDING THE ADOPTION AND AMENDMENT OF POLICIES, PROCEDURES AND RULES

Effective September 16, 2026

The following Policy has been adopted by **619 Overlin Drive Townhomes Association**, a Colorado nonprofit corporation (Association), pursuant to the provisions of the Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-101 et seq., at a regular meeting of the Board of Directors (Board) for the benefit of the Association and its owners or members (Owner(s)).

Purpose: To adopt a policy setting forth procedures for the adoption and amendment of policies, procedures, and rules.

NOW, THEREFORE, IT IS RESOLVED that the Association does hereby adopt the following Policy governing the adoption and amendment of policies, procedures, and rules:

1. Pursuant to the Association's governing documents and C.R.S. § 38-33.3-302, the authority to create, adopt, enforce, amend, and repeal policies, procedures, rules, and regulations (collectively referred to as a Rule or Rules) lies with the Board.

2. When the Board, in the exercise of its discretion, determines that a Rule should be adopted, amended, or repealed, as appropriate, it shall do so by resolution either at a duly noticed general or special meeting of the Board or by any other method authorized by the Association's Governing Documents or pursuant to Colorado law. No Rule shall be adopted during an executive session of the Board.

3. Except for the adoption of this Policy, the Board shall then give at least thirty (30) days' prior notice of the adoption, amendment, or repeal of any Rule in writing by email or first class mail, postage prepaid, to each Member of the Association, and shall publish the Rule by any reasonable means available, including posting the Rule on the Association website, by email, by newsletter, or by personal delivery before any such adoption, amendment, or repeal of the Rule may become effective. The Rule, along with all other Association Rules, shall be available for inspection and copying in accordance with the Association's Inspection and Copying of Records Policy.

4. The Board has the right, but not the obligation, prior to adopting, amending, or repealing any Rule, to conduct a separate informational meeting of the Owners and solicit their input regarding any such Rule.

5. Notwithstanding the foregoing, the Board may forego the notice requirements of paragraph 3 if the Board reasonably determines that compliance with paragraph 3 is not practical given an emergent threat to public health or safety.

6. The provisions of this Policy shall supplement and be in addition to the terms and provisions of the Declaration and the law and the State of Colorado governing the Association.

7. The Board reserves the right, from time to time, to amend or repeal this Policy, subject to any limitations placed on the Board in the Governing Documents or by law.

8. Unless otherwise defined in this Policy, capitalized terms shall have the same meaning ascribed by the Declaration.

9. This Policy supersedes and replaces prior policies adopted by the Board dealing with the subject matter herein.

619 Overlin Drive Townhomes Association

By: Ben West
Ben West
Declarant

This Policy was adopted by the Board of Directors on September 16, 2026, and it is attested to by the Secretary of the **619 Overlin Drive Townhomes Association**.

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Secretary